

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING		PAGE OF 1 52	
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-12-R-03116		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)		5. DATE ISSUED 3/16/12	
						6. REQUISITION/PURCHASE PR No. 12-03116 (FAA Internal Use Only)	
7. ISSUED BY FAA, NAS Contracting (AMQ-210) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4931		CODE		8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-100) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard (Zip 73169) P.O. Box 25082 Oklahoma City, OK 73125-4933			

Indefinite Delivery/Requirements Contract SOLICITATION Pre-Fabricated Fiberglass Equipment Shelters

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 2:00 p.m. CST local time April 4, 2012
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME Connie M. Houpt	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7820 connie.m.houpt@faa.gov
--------------------------------	--	----------------------------	--

11. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21-31
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-12	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	32
X	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	13-14		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	15-17	X			33-40
X	G	CONTRACT ADMINISTRATION DATA	18-19	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	41-48
X	H	SPECIAL CONTRACT REQUIREMENTS	19-21	X	M	EVALUATION FACTORS FOR AWARD	48-52

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**90 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS The offeror acknowledges receipt of amendments to the Request for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) > ITEM	
24. ADMINISTERED BY (If other than Item 7) FAA, NAS Contract Management Team (AMQ-240) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4932		CODE	25. PAYMENT WILL BE MADE BY FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

SECTION B
SUPPLIES OR SERVICES AND PRICES/COST

SEE SPREADSHEET

PART I - SECTION C
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The contractor shall manufacture and provide the pre-assembled fiberglass and concrete shelters identified in SECTION-B, SUPPLIES OR SERVICES AND PRICES/COSTS, in accordance with the attached specifications and drawings, and under the terms, conditions and provisions set forth herein.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING (JANUARY 1997) CLA.2110

Preservation, packaging, and packing shall be in accordance with the industry's standard commercial practices to protect from contamination and damage. The outside of the shipping container shall be marked with the applicable contract number and delivery order number.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 QUALITY MANAGEMENT SYSTEM (QMS) DEFINED

An auditable Quality Management System (QMS) containing all elements of the ISO 9001:2000 Standard shall exist. Applicable IC workmanship standards shall be followed. Product will be inspected and accepted/rejected at destination by the FAA for Technical Specifications and Packaging Specifications or as stated in the contract. Certificates of Compliance shall be supplied where applicable. Reference AMS Clause 3.10.4-15 with full text found at <http://conwrite.faa.gov>.

E.2 FIRST ARTICLE TEST AND DISPOSITION REQUIREMENTS (JANUARY 1997) CLA.0350

(a) Performance or other characteristics which the First Article(s) must meet, and detailed technical data requirements for testing of the first article(s) (including necessary data to be submitted in First Article(s) Test Report, if applicable) are detailed in the FAALC Fiberglass Shelter Specification.

(b) The approved First Article shall not serve as a manufacturing standard.

(c) Disposition of First Article(s) shall be as follows:

The first article(s) shall be included as part of the production quantity.

E.3 INSPECTION AND ACCEPTANCE (JANUARY 1997)

CLA.1906

(a) The Government reserves the right to have its authorized representative inspect the material at the contractor's plant prior to shipment. To facilitate such inspection, the contractor shall give the Contracting Officer a written or telegraphic notice at least 15 working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number, and date of proposed inspection. The offeror shall indicate in the following space the location of the plant where the material will be available for inspection.

Plant _____

Location _____

(b) The Government may waive inspection at contractor's plant. In such event, final inspection will be at destination.

(c) In the event the Government does choose to inspect at the contractor's plant, final inspection at destination shall be ONLY for damage in transit, quantity, item substitution, and visual defects.

(d) Final acceptance will be at destination.

(e) The provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled "Inspection of Supplies -- Fixed-Price (AMS.3.10.4-2)".

3.10.4-15 CERTIFICATE OF CONFORMANCE (APRIL 1996)

(a) When authorized in writing by the Contracting Officer, the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the Contracting Officer, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the Contracting Officer copy when requested by the Contracting Officer. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on ____ [insert date], the ____ [insert Contractor's name] furnished the supplies or services called for by Contract No. ____ via ____ [Carrier] on ____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.'

Date of Execution: _____

Signature: _____

Title: _____

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.4-2 INSPECTION OF SUPPLIES--FIXED-PRICE (NOVEMBER 1997)

3.10.4-4 INSPECTION OF SERVICES—BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

3.10.4-16 RESPONSIBILITY FOR SUPPLIES (APRIL 1996)

PART I - SECTION F
DELIVERIES OR PERFORMANCE

F.1 DELIVERY SCHEDULE

(a) WHEN FIRST ARTICLE TESTING AND APPROVAL IS REQUIRED the Government desires and requires delivery of the supplies under this contract within the number of calendar days stated below beginning on the date the Government approves first articles. The basis for delivery is established by the “active” quantity of Delivery Orders (DO) currently residing at the contractor. “Active” is defined as a DO that has been ordered from the contractor and not yet delivered. An active DO is deemed inactive upon delivery of the unit. Active DO applies to CLINs 0001-0013, as well as subsequent CLINs for option periods. Other line items and delivery expectations are as listed below under initial quantity.

Line <u>Item</u> (1)	Qty to be <u>Delivered</u> (2)	<u>Desired</u> (3)	Delivery Time <u>Proposed</u> (4)	<u>Required</u> (5)
0001-0013	<u>0 to 75</u> units	in <u>42</u> days	in ____ days	in <u>56*</u> days

*CLINs 0014-0026, 0028-0034, and 0037 are optional upgrades that may be included in orders for CLINs 0002-0014. Their delivery time will be inclusive of those delivery times stated above.

Line <u>Item</u> (1)	Qty to be <u>Delivered</u> (2)	<u>Desired</u> (3)	Delivery Time <u>Proposed</u> (4)	<u>Required</u> (5)
0027	<u>1</u> unit	in <u>56</u> days	in ____ days	in <u>84</u> days
0035	<u>1</u> unit	in <u>30</u> days	in ____ days	in <u>45</u> days

(b) If the offeror is unable to meet the DESIRED delivery schedule set forth in column (3) above, offeror may enter in column (4) the delivery schedule he is prepared to meet. Specifically, should the Government determine such proposed delivery schedule to be unacceptable, the Government reserves the right to award to an offeror submitting other than the lowest offer as to price, if such action will provide an acceptable delivery and is determined to be in the best interests of the Government. In addition, the Government reserves the right to award under either the REQUIRED delivery time(s) or the proposed delivery time(s), when an offeror offers an earlier delivery time than required in column (5) above. If the offeror proposes no other delivery time(s), the DESIRED delivery time(s) in column (3) will apply.

(c) It is assumed that order(s) issued under this contract will be received by the contractor in at least two (2) business days after issuance by the Government, electronic transmission will be provided. Accordingly, the delivery time for delivery orders issued hereunder will be increased to reflect the assumed transmission time. The contractor shall provide to the Government COTR a projected delivery date within seven (7) days of receipt of the order. All delivery changes and schedule changes shall be coordinated with the CO.

(d) At no point under this contract shall delivery of a unit (CLINs 0001-0013) exceed 56 days after receipt of orders from the Government. At no point under this contract shall delivery of a unit (CLIN 027) exceed 84 days after receipt of orders from the Government. All orders beyond this date will be considered “Delinquent”.

(e) As reference to the penalties of Clause F.2(c), the maximum new orders allowed for a seven (7) day period by the Government is six (6) units. Orders received beyond six (6) shall fall to the following seven (7) days. This does not prohibit the Government from Ordering more than six units in a seven day time period, quantities above six units are allowed an extra seven days before being deemed delinquent.

(f) First Article may or may not be waived by the Contracting Officer, if the provision FIRST ARTICLE(S) APPLICABILITY AND/OR CONDITIONS FOR WAIVER, is incorporated in Section L of the solicitation. In the event first article is waived the contractor shall be required to begin delivery of the ordered units listed in each Delivery Order within the specified number of days under the above column entitled "Delivery Time".

F.2 DELIVERY PERFORMANCE INCENTIVES

Delivery performance incentives are agreed to as follows:

(a) If the Contractor delivers the shelter from Day 1 through Day 28, the price per unit will be increased by one percent (1%) for each seven (7) day period less than 28 days that a shelter is delivered early.

(b) If the Contractor delivers the shelter from Day 28 through the negotiated date, there will be no price increase or decrease.

(c) The Government shall assess a penalty of two percent (2%) of the cost of each delinquent shelter towards the reduction of cost of that unit for every seven (7) days a shelter is delinquent from the offeror. Maximum reduction shall not exceed ten percent (10%). Only those individual orders agreed to by both parties, Government and offeror, shall go beyond the delinquent date without penalty.

F.3 PLACE OF PERFORMANCE

The effort required by this contract shall be performed at the contractor's facility and various FAA facilities that will be specified in the individual task/delivery orders.

F.4 DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS

(a) When a place of delivery is changed in accordance with the Changes clause of this contract, the contract price shall be adjusted pursuant to that clause for any resulting increase or decrease in the cost of performance. No adjustment shall be made for changes in transportation costs when supplies are identically priced for delivery regionally or nationally and the place of delivery is changed within the area to which the identical price applies. In all other cases, price adjustments due to changes in transportation costs shall be determined by comparing the cost of--

(1) Shipments to the new destinations as evidenced by copy of paid freight bills to be supplied by the Contractor with the invoice; and

(2) Shipments to the original or old destination as evidenced by copy of the appropriate paid freight bills to be supplied by the Contractor, or, in the event no shipments were made, as evidenced by the applicable rates of a common or contract carrier. If carrier rates are not publicly filed with any regulatory body, (e.g., interstate shipments moving by rail piggyback service) the Contractor shall provide a copy of the contract, letter agreement or other written communication from carriers quoting the rates/changes that would have been applied for shipments to the original or old destination.

(b) If (1) shipments to the new destination are made by the Contractor's owned or leased trucks and/or (2) shipments to the original destination were made or would have been made by the Contractor's owned or leased trucks, the Contractor shall so certify. The Government shall make an appropriate adjustment in contract prices for payment purposes by substituting a rate equal to 70 percent of the lowest applicable rate published in common carrier tariffs as of the date of shipment for the Contractor's actual rate or contemplated transportation costs.

(c) If any or all of the following data are not clearly shown on, or available from, copies of paid freight bills for each diverted shipment, the Contractor shall supply a statement showing the--

(1) Full name of the carrier or carriers in the routing;

(2) Number of containers;

(3) Gross shipping weight;

(4) Actual date of shipment; and

(5) Freight description for the supplies as indicated in the "National Motor Freight Classification" or the "Uniform Freight Classification" (Rail).

(d) The contractor shall attempt to deliver finished units slated for direct ship within 60 days following completion. If after appropriate contact and/or coordination the contractor cannot deliver the unit(s) to the designated site through no fault of their own, the contractor shall deliver the unit to the prime Oklahoma City destination, FAALC. The contractor will be paid the agreed upon contractual charge for delivery to Oklahoma City.

F.5 TRANSPORTATION AND OFF-LOADING

The shelter manufacturer will be responsible for coordinating off-loading equipment for the FAA's "direct ship" sites. The shelter manufacturer will submit these costs along with any additional shipping charges in the original quote for direct site shipments. Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>.

F.6 AUTHORIZED PERFORMANCE (JANUARY 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.7 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JANUARY 1997) CLA.1137

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

F.8 CONTRACT PERIOD (JANUARY 1997)

CLA.1604

The effective period of this contract is one (1) year from date of award, or as may be extended by options issued hereunder.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.10.1-9 STOP-WORK ORDER (OCTOBER 1996)

3.10.1-11 GOVERNMENT DELAY OF WORK (APRIL 1996)

3.10.1-24 NOTICE OF DELAY (FEBRUARY 2009)

3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 WARRANTY

Warranties and/or guarantees shall be required and shall include, but not limited to, the following. Warranty work shall be performed at the FAALC or the final destination at no additional cost to the FAA.

(a) Shelter manufacturer shall provide a warranty for five (5) years on the shelter against defects in materials, leaks (including but not limited to door gasket leaks and factory wall penetrations), workmanship, corrosion, and design deficiencies, and shall make repairs and replacements at no cost to the FAA. Repairs made shall resemble a like new condition. The shelter manufacturer shall have the capability to make all repairs on FAA designated site.

(b) This warranty shall also cover all components of the shelter for a minimum of one (1) year, unless otherwise specified, including but not limited to: door (5 years), door seals, door mechanisms, hoods, vents, and all electrical and/or mechanical components.

(c) The air conditioning system is warranted for a minimum of one (1) year on parts and labor and five (5) years on the air conditioner compressor.

(d) Shelter manufacturer shall provide the FAA with certificates of guarantees and warranties normally provided by manufacturers of all equipment and materials not listed above.

(e) Warranties for the shelter and all products used on or in the shelter, including but not limited to any and all electrical, heat and AC components, will begin for the FAA at such time the shelter arrives at its final destination/installation. Holding, staging, or storage areas such as FAA Logistics Center, other FAA/DOD staging areas or the manufacturer's storage are not considered the final destination unless so designated by the Government. For the purpose of the warranty of all products and the shelter on stored units, the warranty shall begin after the unit has been stored for two years from date of initial delivery.

G.2 INVOICING PROCEDURES - GENERAL (JANUARY 2002)

CLA.0135

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center
 Financial Operations Division (AMZ-100)
 P.O. Box 25710
 Oklahoma City, OK 73125-4913

(2) One (1) copy to:

FAA, Mike Monroney Aeronautical Center
 Contract Management Team (AMQ-240)
 P.O. Box 25082
 Oklahoma City, OK 73125

(3) Two (2) copies to:

FAA, Mike Monroney Aeronautical Center
 AML-7020, IM 84
 P.O. Box 25082
 Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

(1) Contract number and applicable Delivery Order number.

(2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.

(3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.3 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL CENTER CLA.4550
(MMAC) (JANUARY 2002)**

(a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.

(b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.

(c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).

(d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its disposition and coordination with law enforcement agencies as necessary.

3.10.1-22 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (JANUARY 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**PART I - SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 SPECIAL ORDERING PROCEDURES

All delivery orders placed under this contract must be coordinated with the FAALC, ILS Shelter Program Office, AML-2070. A properly executed Service Order is required for each order. Vendor shall refer all FAA customers who directly contact vendor to AML-2070 technical point of contact without exception.

H.2 FAA FACILITY REGULATIONS

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting an FAA facility, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

H.3 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA.4531

(Applicable to CLIN 0035, and subsequent option period CLINs.)

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, <http://www.gsa.gov/>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

H.4 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION CLA.4540 (APRIL 1998)

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract Clause 3.9.1-1 Contract Disputes, the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the

use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.5 NOTICE OF CONTRACTOR TESTIMONY (SEPTEMBER 2006)

CLA.4555

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.6 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEPTEMBER 2006)

CLA.4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

PART II - SECTION I **CONTRACT CLAUSES**

I.1 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.2 LIABILITY INSURANCE (JAN 1997)

CLA.3212

(a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:

(1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.

(2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.

(3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

(b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.

(c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."

(d) Certificate holder address:

FAA, NAS Contract Management Div. (AMQ-240)
P. O. Box 25082
Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.2.2.3-39 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR OTHER INFORMATION -MODIFICATIONS (JULY 2010)

(a) When there are price adjustments in the contract, the Contractor (you, your) must submit the following:

(1) A certificate of current cost or pricing data (CCCPD) described in paragraph (e), or

(2) For non-certified current cost or pricing data (CPD), a request for an exception to CCCPD.

You must request this exception from the CO in writing with the following types of information or data that would establish the reasonableness of the prices you offer:

(i) Information on an exception you received on earlier or repetitive acquisitions;

(ii) Catalog price information including:

(A) A dated catalog with the prices;

(B) The applicable catalog pages; or

(C) A statement that the catalog is on file in the contracts office that will issue

this contract modification;

(iii) Information on the current discount policies and price lists (published or unpublished), for example wholesale, original equipment manufacturer, and reseller;

(iv) Evidence of substantial sales to the general public for catalog items that exceed \$25,000. Your evidence may consist of verifiable records such as a sales order, contract, shipment, invoice, actual recorded sales; or sales by your affiliates, other manufacturers or vendors when your price proposal is based on sales of essentially the same commercial item. You must also explain the relationship of the offered price to the (1) established catalog price, or (2) the price of recent and substantial sales of similar quantities of the items that were sold to the general public at prices that differ from catalog or list prices;

(v) The basis for the market price including:

(A) The source, date or period of the market quotation;

(B) Any other basis for the market price, the base amount, and applicable

discounts;

(C) The nature of the market for the supply or service you are offering (should be the same as or similar to the market price supply or service); or

(D) Data supporting substantial sales to the general public.

(vi) Laws or regulations that establish your offered prices. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of a controlling document that you did not previously submit to the contracting office;

(vii) Information on modifications of contracts or subcontracts for commercial items that relate to the offered price, as follows:

(A) If you received an exception based on adequate price competition, catalog or market prices of commercial items, or prices set by law or regulation under the original contract or subcontract, and this modification is not covered by these exceptions, you must provide information to establish that the modification would not change the contract or subcontract from one for a commercial item to one for a non-commercial item;

(B) For commercial items, you may provide information on selling prices of the same item or similar items in the commercial market; and

(viii) Any other information the CO requests to support your request for an exception or to conclude that your price is fair and reasonable.

(b) You give the CO the right to examine books, records, documents, or other directly pertinent records to verify your request for an exception under this clause or the reasonableness of price at any time before award.

(c) The CO will not require you to provide access to cost or price information or other data that apply to prices offered in the catalog or marketplace.

(d) Submitting information to qualify for an exception does not mean that this is the only exception that may apply.

(e) You must submit under paragraph (a):

CERTIFICATE OF CURRENT COST OR PRICING DATA

I certify that, to the best of my knowledge and belief, the cost or pricing data we submit, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative to support [*] are accurate, complete, and current as of [**]. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the us and the Government that are part of the proposal.

[Contractor insert the following information.]

Firm _____

Signature _____

Name _____

Title _____

Date of execution [*** _____]

*Contractor identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (for example, SIR No.)

** Contractor insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of a price agreement.

*** Contractor insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the parties agreed on the contract price.

3.2.4-16 ORDERING (OCTOBER 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officers at the Mike Monroney Aeronautical Center, FAA, Office of Acquisition. Such orders may be issued during the effective period of the contract stated in the schedule.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 ORDER LIMITATIONS (OCTOBER 1996)

(a) Minimum order. When the Government requires supplies covered by this contract in an amount of less than 1 ea, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 20 shelters per month. This does not include optional items applied to the shelters;

(2) Any order for a combination of items in excess of 30 shelters per month. This does not include optional items applied to the shelters; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-19 REQUIREMENTS (OCTOBER 1996)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the ordering period.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government will give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years and six months.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (JANUARY 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(A) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-36 AVAILABILITY OF FUNDS - OPTION PERIODS UNDER A CONTINUING RESOLUTION (APRIL 2008)

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

3.6.2-14 EMPLOYMENT REPORTS ON VETERANS (JANUARY 2011)

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

3.10.2-1 SUBCONTRACTS (FIXED-PRICE CONTRACTS) (APRIL 1996)

(a) This clause does not apply to firm-fixed-price contracts and fixed-price contracts with economic price adjustment. However, it does apply to subcontracts resulting from unpriced modifications to such contracts.

(b) Subcontract, as used in this clause, includes but is not limited to purchase orders, and changes and modifications to purchase orders. The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract if the Contractor does not have an approved purchasing system and if the subcontract:

(1) Is proposed to exceed \$100,000; or

(2) Is one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services, that in the aggregate are expected to exceed \$100,000.

(c) The advance notification required by paragraph (b) above shall include-

(1) A description of the supplies or services to be subcontracted;

(2) Identification of the type of subcontract to be used;

(3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the competition obtained;

(4) The proposed subcontract price and the Contractor's cost or price analysis;

(5) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions;

(6) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract; and

(7) A negotiation memorandum reflecting-

(i) The principal elements of the subcontract price negotiations;

(ii) The most significant considerations controlling establishment of initial or revised prices;

(iii) The reason cost or pricing data were or were not required;

(iv) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(v) The extent, if any, to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and subcontractor; and the effect of any such defective data on the total price negotiated;

(vi) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(vii) A complete explanation of the incentive fee or profit plan when incentives are used.

The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(d) The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract for which advance notification is required under paragraph (b) above. However, the Contracting Officer may ratify in writing any such subcontract. Ratification shall constitute the consent of the Contracting Officer.

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts identified below:

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination:

(1) of the acceptability of any subcontract terms or conditions,

(2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or

(3) to relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(h) The Government reserves the right to review the Contractor's purchasing system.

3.10.9-2 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (JULY 2003)

(a) During construction of the First Article unit, the Contractor shall allow Government inspections of the framework and structure prior to the application of either interior sheathing. This inspection is to allow viewing of the internal structure of the shelter that would otherwise be hidden in the final product. To facilitate such inspection, the contractor shall give the Contracting Officer a written or telegraphic notice at least seven (7) working days prior to readiness for inspection. Such notice shall include FAA delivery order number, FAA contract number, and date of proposed inspection.

(b) The Contractor shall deliver 1 unit(s) of Lot/Item 0001 within 10 weeks from the date of this contract to the Government at:

FAA/MMAC/LSF/AML-2070

ILS/MALSR Shelter/PROJ, POLE ADA5

Attn: Stan Shore

6500 S. MacArthur Blvd

Oklahoma City, OK 73169

for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(c) Within 30 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(d) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(e) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(f) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(g) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(h) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(i) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for

(1) payments, or

(2) termination settlements if the contract is terminated for the convenience of the Government.

(j) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.1.7-2 ORGANIZATIONAL CONFLICTS OF INTEREST (AUGUST 1997)**
- 3.1.7-4 ORGANIZATIONAL CONFLICTS OF INTEREST (FEBRUARY 2009)**
- 3.1.8-1 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (OCTOBER 2009)**
- 3.1.8-2 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (APRIL 2010)**
- 3.2.2.3-29 INTEGRITY OF UNIT PRICES (JULY 2004)**
- 3.2.2.3-33 ORDER OF PRECEDENCE (FEBRUARY 2009)**
- 3.2.2.7-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (MAY 2011)**
- 3.2.2.7-8 DISCLOSURE OF TEAM ARRANGEMENTS (APRIL 2008)**
- 3.2.2.8-1 MATERIAL REQUIREMENT (APRIL 2009)**
- 3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)**
- 3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)**
- 3.2.5-3 GRATUITIES OR GIFTS (JANUARY 1999)**
- 3.2.5-4 CONTINGENT FEES (OCTOBER 1996)**
- 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 2010)**
- 3.2.5-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA (APRIL 1996)**
- 3.2.5-8 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (APRIL 1996)**
- 3.3.1-1 PAYMENTS (APRIL 1996)**
- 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)**
- 3.3.1-8 EXTRAS (MAY 1997)**
- 3.3.1-9 INTEREST (SEPTEMBER 2009)**
- 3.3.1-10 AVAILABILITY OF FUNDS (MAY 1997)**
- 3.3.1-15 ASSIGNMENT OF CLAIMS (APRIL 1996)**
- 3.3.1-17 PROMPT PAYMENT (SEPTEMBER 2009)**
- 3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (MARCH 2009)**
- 3.3.2.1 FAA COST PRINCIPLES (OCTOBER 1996)**
- 3.4.1-10 INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JULY 1996)**
- 3.4.1-12 INSURANCE (JULY 1996)**
- 3.4.2-6 TAXES—CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCTOBER 1996)**
- 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT (APRIL 1996)**
- 3.5-1 AUTHORIZATION AND CONSENT (APRIL 1996)**
- 3.5-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)**
- 3.5-3 PATENT INDEMNITY (JANUARY 2009)**
- 3.5-13 RIGHTS IN DATA—GENERAL (JANUARY 2009)**

- 3.6.1-3 UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (MARCH 2009)**
- 3.6.1-4 SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCTOBER 2010)**
- 3.6.1-6 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JANUARY 2010)**
- 3.6.1-9 MENTOR PROTÉGÉ PROGRAM (OCTOBER 2011)**
- 3.6.1-11 MENTOR REQUIREMENTS AND EVALUATION (OCTOBER 2011)**
- 3.6.1-15 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APRIL 2011)**
- 3.6.2-1 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JANUARY 2012)**
- 3.6.2-2 CONVICT LABOR (APRIL 1996)**
- 3.6.2-4 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCTOBER 2010)**
- 3.6.2-9 EQUAL OPPORTUNITY (AUGUST 1998)**
- 3.6.2-10 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS (NOV 1997)**
- 3.6.2-12 EQUAL OPPORTUNITY FOR VETERANS (JANUARY 2012)**
- 3.6.2-13 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCTOBER 2010)**
- 3.6.2-28 SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)**
- 3.6.2-30 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT—PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (APRIL 1996)**
- 3.6.2-35 PREVENTION OF SEXUAL HARASSMENT (AUGUST 1998)**
- 3.6.2-39 TRAFFICKING IN PERSONS (JANUARY 2008)**
- 3.6.2-44 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JANUARY 2012)**
- 3.6.3-16 DRUG FREE WORKPLACE (MARCH 2009)**
- 3.6.4-2 BUY AMERICAN ACT--SUPPLIES (JULY 2010)**
- 3.6.4-10 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JANUARY 2010)**
- 3.6.5-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN OWNED ECONOMIC ENTERPRISES (MARCH 2009)**
- 3.8.2-10 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APRIL 1996)**
- 3.9.1-1 CONTRACT DISPUTES (OCTOBER 2011)**
- 3.9.1-2 PROTEST AFTER AWARD (AUGUST 1997)**
- 3.10.1-7 BANKRUPTCY (APRIL 1996)**
- 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996)**
- 3.10.1-25 NOVATION AND CHANGE-OF-NAME AGREEMENTS (OCTOBER 2007)**
- 3.10.3-1 DEFINITIONS (APRIL 2004)**
- 3.10.3-2 GOVERNMENT PROPERTY - BASIC CLAUSE (APRIL 2004)**
- 3.10.5-1 PRODUCT IMPROVEMENT/TECHNOLOGY ENHANCEMENT (APRIL 1996)**
- 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (OCTOBER 1996)**
- 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 1996)**
- 3.13-3 PRINTING OR COPYING DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (JANUARY 2012)**
- 3.13-5 SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCTOBER 2001)**
- 3.13-13 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JANUARY 2011)**
- 3.13-14 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (APRIL 2011)**

PART III - SECTION J
LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NUMBER OF PAGES</u>
1	Prefabricated Fiberglass Equipment Shelters Specification	02/21/12	15
2	Drawing No. DE-D-4290-1 ILS Equipment Shelter	2/23/12	3
3	Service Contract Act Wage Determination No. (TBD based on location of individual OEM support, CLIN 0035, task orders.)		

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOVEMBER 2000) CLA.0126

- (a) The North American Industry Classification System (NAICS) code for this acquisition is 326199.
- (b) The small business size standard is 500.
- (c) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 CERTIFICATION OF PRODUCTS/SERVICES OFFERED (SEPTEMBER 2006) CLA.0127

- (a) The offeror certifies that the products/services offered are products/services of a process that is
☐ ANSI/ASQC/ISO-9000-1994 certified (certified offer), ☐ ANSI/ASQC/ISO-9000-1994 compliant (compliant offer), or ☐ Non-certified/Non-compliant (non-certified/non-compliant offer).
- (b) The offeror ☐ is, ☐ is not the manufacturer of the products offered.

K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION CLA.4532
(MARCH 1999)

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

3.2.2.3-2 MINIMUM OFFER ACCEPTANCE PERIOD (JULY 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of 90 calendar days.
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: _____ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
 - (1) The acceptance period stated in paragraph (c) of this provision; or
 - (2) Any longer acceptance period stated in paragraph (d) of this provision.

3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JULY 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-23 PLACE OF PERFORMANCE (JULY 2004)

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance

Street: _____

City: _____

State: _____

Zip Code: _____

Name of owner and operator, if other than the owner

3.2.2.3-70 TAXPAYER IDENTIFICATION (JULY 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JANUARY 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the

underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 CERTIFICATION OF REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) (APRIL 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.5-14 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (JANUARY 2010)

(a) This Screening Information Request (SIR) sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data, as defined in the clause "Rights in Data-General." Any resulting contract may also provide the Government the option to order additional data under the "Additional Data Requirements" clause at AMS 3.5-15, if included in the contract. Any data delivered under the resulting contract will be subject to the "Rights in Data-General" clause that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

☐ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

☐ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should the contract be awarded to the offeror.

3.6.2-3 WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATION (OCTOBER 2010)

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (FEBRUARY 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APRIL 1996)

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that

(a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

3.6.2-38 CERTIFICATION OF KNOWLEDGE REGARDING CHILD LABOR END PRODUCTS (JULY 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

3.6.4-15 BUY AMERICAN ACT CERTIFICATE (JULY 1996)

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product	Country of Origin
_____	_____
_____	_____
_____	_____

[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies excepted from the Buy American Act.

3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN- CERTIFICATION (JANUARY 2012)

(a) Definition.

"Person"—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAA AMS Procurement Guidance T3.6.3A.8.d, by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in FAA AMS T3.6.4A.6.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

3.2.2.3-3 AFFILIATED OFFERORS (JULY 2004)

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 1996)

**3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCTOBER 2007)**

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 INSTRUCTIONS TO OFFERORS

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications, **WITH THE EXCEPTION OF THE FEDERAL AVIATION ADMINISTRATION ACQUISITION MANAGEMENT SYSTEM (AMS) BUSINESS DECLARATION**, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

L.2 SMALL BUSINESS, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN

(a) The Offeror shall provide a detailed subcontracting plan with their proposal that fulfills all requirements contained within AMS Clause 3.6.1-4 entitled: Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan. The Offeror will ensure their subcontracting plans fully address each of the eleven items listed in AMS Clause 3.6.1-4 as being required within an Offeror's subcontracting plan.

(b) At least forty-five (45) percent of the planned subcontract dollar value shall be allocated to small businesses including:

(1) At least ten (10) percent of the total planned subcontract dollar value shall be allocated to small disadvantaged businesses.

(2) At least five (5) percent of the planned subcontract dollar value shall be allocated to small women-owned businesses.

(3) At least three (3) percent of the total proposed subcontract dollar value shall be allocated to service disabled veterans owned businesses.

(c) These goals shall apply over the full life of the contract, including the base period and each exercised option period.

L.3 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1996.

(b) The procurement process will involve the evaluation of past performance, résumés or key personnel, technical proposals, and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the most highly rated submission based on overall best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other offerors, since communications will be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(d) This document constitutes a formal SIR/RFO for which an award may be made without further discussions/negotiations. Offerors are to consider all terms and conditions contained in the formal SIR/RFO in preparation of the proposals set forth herein.

L.4 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror must submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the format outlined below.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

Table 1. Proposal Organization

<u>Volume</u>	<u>Title</u>	<u>Copies</u>
I	Contract Documentation	1
II	Technical*	5
III	Cost/Price Information	1

*No reference shall be made to prices/costs in Volume II.

CAUTION: Evaluators will read only up to the page limit as specified. Pages in excess of the stated limit will be removed from the proposal and returned to the offeror to ensure they are not evaluated.

(c) Common items for each volume are:

- (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
- (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two pages.
- (3) Single or double spacing (offeror's option).
- (4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
- (5) Volumes II and III shall be marked 'Procurement Sensitive.' A cover sheet may be used for each volume for this designation along with the designation of the applicable page(s) the offeror deems competitive sensitive.

(6) All volumes should be separately bound in three-ring, loose-leaf binders.

(d) Contract Documentation – Volume I. This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors' must complete Section A, Solicitation, Offer and Award (SF33), blocks 12 through 18; Section B, Supplies or Services and Prices/Costs; and, Section K, Representations and Certifications. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in SIR/RFO Sections A through K. The FAA may consider offerors who take exception to the terms and conditions of SIR/RFO Sections A through K to be ineligible for award, and such offerors may not be given the opportunity to revise their offers. In addition, Volume I shall include a completed Business Declaration Form.

(e) Technical Proposal – Volume II - Technical proposals shall be submitted as separate and complete sections for each of the Technical Evaluation Factors outlined in Section M. The technical proposal shall not include prices/costs or any pricing information.

(1) The technical proposal must be sufficiently detailed to enable technically-oriented personnel to make a thorough evaluation and to arrive at a sound determination as to whether the proposed fiberglass equipment shelters meet the requirements of the Government. The technical proposal must be specific, detailed and complete to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements of the scope outlined in the Specifications. Clear evidence of shelters previously provided and currently in place relating to the factors should be included in each evaluation area.

(2) Statements that the offeror understands, can, or will comply with all statements in the Specifications and statements paraphrasing the Specification requirements or parts thereof, are considered insufficient. Phrases such as "standard procedures will be employed," or "well-known techniques will be used," etc. will be considered insufficient.

(3) Content is more important than quantity. Technical proposal is limited to no more than **50 pages**. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present complete and effective proposals are neither necessary nor desired and may be construed as an indication of the offeror's lack of cost consciousness. To expedite review of the proposals, the responses for each evaluation factor shall be provided in a separate section and the section shall be tabbed for ease of reference.

(4) If any portion of the work is to be performed by a subcontractor, the proposal must provide rationale for subcontracting, how the specific subcontractor was determined, and the percentage of work to be performed by the subcontractor. The proposal must include supporting documentation describing each subcontractor's technical qualifications and detailed pricing information to support all subcontractor costs.

(f) Cost/Price Information – Volume III.

(1) Each offeror is required to submit cost documentation. The Government needs this data to evaluate the realism, completeness and reasonableness of your offer. The burden of proof for cost credibility rests with the offeror. All information relating to cost documentation shall be included in Volume III. Under no circumstances shall cost documentation be included elsewhere in the offer. Data beyond that required by the next subparagraph shall not be submitted unless it is considered essential to document or support the cost/price position.

(2) Provide as cost documentation a cost element breakdown consisting of all proposed costs, e.g., material costs, any contemplated subcontracts, labor costs, indirect costs, general and administrative costs, cost of money, and profit. The cost information must be traceable to each CLIN. Provide this for each contract line item by year and finally summarize total cost elements for the total contract with all option periods included. Describe in detail for each cost element for each CLIN. Explain how area wage determination entitlements will be discharged. Copies of Part I - Section B, Pricing Schedules should also be included, in hard copy and on a virus-free CD.

(g) TO PROVIDE A FAIR AND EQUITABLE EVALUATION OF ALL PROPOSALS, SEPARATE AND COMPLETE RESPONSES MUST BE MADE TO EACH OF THE FOLLOWING FOUR FACTORS.

In preparing the proposal, emphasis should be placed on supplying complete information in the areas, which are set forth below and in Section M, Provision M.3, Technical Evaluation.

Factor 1: Offeror is regularly engaged in the fabrication of pre-assembled fiberglass equipment shelters.

Factor 2: Offeror is equipped for and conducts year-round fiberglass shelter manufacturing.

Factor 3: Offeror is capable of producing multiple fiberglass shelters in multiple quantities.

Factor 4: Past Performance.

(1) Factor 1 - Offeror is regularly engaged in the fabrication of pre-assembled fiberglass equipment shelters. The Offeror shall submit current, within the last three years, written documentation to demonstrate that the Offeror is regularly engaged in the fabrication of pre-assembled fiberglass equipment shelters for use in housing electronic, communication and Instrument Landing System (ILS) equipment with existing plant facilities. Documentation shall include production schedules and shipping documents reflecting performance in electronic, communication, and ILS equipment facilities. Documentation for production units must be clearly identifiable as to the type of shelter facilities; e.g., electronic/communication/ILS. Documentation must indicate date(s), so as to reflect currency of performance, i.e. within the last three years. Production schedules must list:

(A) Product(s)

(B) Customer

(C) Date of manufacture

(D) Cross-reference model numbers listed on the schedule with physical characteristics of the product

(2) Factor 2 - Offeror is equipped for and conducts year-round fiberglass shelter manufacturing. Documentation shall include, as a minimum, timelines or other information that can substantiate year-round manufacturing; e.g., production schedules showing year-round production. Timelines should show work currently being performed or recently performed, names/phone numbers of current customers.

(3) Factor 3 - Offeror is capable of producing multiple fiberglass shelters simultaneously in multiple quantities, minimum of 30, per month.

(A) Documentation must include production data demonstrating the offeror's capability of producing a minimum of 30 fiberglass shelters of multiple types in addition to its current production capabilities; e.g., an assessment of current production capacity versus current production requirements, estimated time to begin delivering 30 units per month after first article approval.

(B) The Offeror shall complete a minimum of two (2), but no more than three (3) "Organization Experience Information" forms, Attachment L.2, in response to this factor. All blocks must be filled in and all data should be accurate, current, and complete. All contracts submitted must have been underway or completed with the last 3 years. The Experience Forms shall be completed for contracts for which the offeror has a production schedule demonstrating offeror's capability of producing a minimum of 30 fiberglass shelters of multiple types per month for the fabrication of pre-assembled fiber glass equipment shelters for use in housing electronic, communication and ILS equipment. At least one (1) contract must be with a federal government agency. If any of the information required is not included in the form then the Offeror will be considered non-responsive and evaluated as unacceptable (NO GO).

(4) Factor 4- Past Performance. Past performance will be evaluated based upon information received by the FAA from individuals and organizations that the vendor has identified as being familiar with the work ethic, standards, performance, and deliverables demonstrated through previous or ongoing contracts of a similar nature, including but not limited to, projects submitted under Factor 3. Past performance shall demonstrate ability to deliver quality products and demonstrate overall performance on similar products.

CAUTION: Offerors are cautioned that the FAA may use the data provided by other sources in evaluating past performance and experience. Offerors will be given an opportunity to rebut information considered negative and relevant to the evaluation. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

L.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS

Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

L.6 PRE-AWARD SURVEY OF PROSPECTIVE CONTRACTOR

(a) If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for review at that time. Examples of the areas that may be investigated and evaluated are listed below:

- (1) Technical capability
- (2) Quality assurance
- (3) Financial capability
- (4) Accounting systems
- (5) Other, as appropriate

(b) Offerors are advised that accomplishment of this survey is a part of the evaluation process and is not to be construed as an indication that an offeror will receive or is in the best position to receive the resultant award.

**L.7 FIRST ARTICLE(S) APPLICABILITY AND/OR CONDITIONS FOR WAIVER CLA.0123
(JUNE 2006)**

(a) First Article Testing and Approval is a requirement of this contract. The Contracting Officer may waive this requirement, if the offeror meets any one of the conditions for waiver listed below:

(1) If the contract is awarded to a Contractor currently in production of the item for a federal government prime contract, subcontract, or purchase order.

(2) If the contract is awarded to a contractor not presently in production of the item, but who has previously delivered a similar or identical item that has been accepted by the Government.

(b) Offerors who meet the conditions for waiver set forth in paragraph (a) above shall furnish the following information:

Contract No: _____

Contract Item No: _____

Date of Contract: _____

Name of Government Agency issuing contract: _____

Address of Government Agency issuing contract: _____

Name and Telephone Number of Point of Contact: _____

Failure to include this information for Item(s) 0001 may cause rejection of the offer.

**L.8 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS CLA.4533
(JANUARY 1997)**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.9 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (AUGUST 2006) CLA.4537

(a) Single copies of specifications cited in this solicitation may be obtained by accessing the following web sites.

<http://assist.daps.dla.mil/online/start/>

<http://www.assistdocs.com/>

(b) Specifications and standards with limited distribution or other restrictions may be available by registering on the first site listed above or by contacting the Documentation and Automated Production Service (DAPS) at the address below.

(c) Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Documentation and Automated Production Service (DAPS)

Standardization Document Order Desk,

Building 4, Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

215-697-6257

L.10 ISO 9001:2000 CERTIFICATION/COMPLIANT INCENTIVE PROGRAM REQUIREMENTS (AUGUST 2006) CLA.4538

(a) The Federal Aviation Administration Logistics Center (FAALC) in Oklahoma City is an ISO 9001:2000 registered organization. In compliance with Element 7.4, Purchasing, of the standard, and how it relates to products and services provided by the Logistics Center, the FAALC has an evaluation incentive program to encourage contractors to offer products/services that are produced utilizing an ISO 9001:2000 certified or compliant process. The incentive will be used in the evaluation of prices offered and shall be applicable only in making a determination for contract award. This evaluation incentive program allows for award to other than the low offeror in accordance with provision titled, Evaluation of Offers, in Section M of this Screening Information Request (SIR) or Request for Offer (RFO).

(b) To receive the evaluation incentive, the offeror must offer a product/service processed under the standards identified above; complete the required provision titled, Certification of Products/Services Offered, in Section K of this SIR; and provide the documentation required and listed in paragraphs (c) and (d), below. All referenced certification/compliance requirements shall be met prior to the time specified for receipt of offers for this SIR or RFO.

(c) Certification will be demonstrated by providing a copy of an ISO 9001:2000 Quality System Registrars' authentic certificate.

(d) ISO 9001:2000 compliance will be demonstrated by the presentation of documented proof of a second party audit within the last 12 months. Audit findings must confirm compliance.

3.2.4-1 TYPE OF CONTRACT (APRIL 1996)

The FAA contemplates award of an Indefinite-Delivery/Requirements type contract resulting from this Screening Information Request.

3.9.1-3 PROTEST (OCTOBER 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition

Federal Aviation Administration

800 Independence Ave., S.W.

Room 323

Washington, DC 20591

Telephone: (202) 267-3290

Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JULY 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)**
- 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)**
- 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)**
- 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)**
- 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)**
- 3.2.2.3-16 RESTRICTION ON DISCLOSURE AND USE OF DATA (JULY 2004)**
- 3.2.2.3-17 PREPARING OFFERS (JULY 2004)**
- 3.2.2.3-18 PROSPECTIVE OFFERORS REQUESTS FOR EXPLANATION (FEBRUARY 2009)**
- 3.2.2.3-19 CONTRACT AWARD (JULY 2004)**
- 3.6.2-7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (JULY 2011)**
- 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APRIL 2006)**

ATTACHMENTS TO SECTION L

L.1 BUSINESS DECLARATION FORM

L.2 ORGANIZATIONAL EXPERIENCE INFORMATION FORM

PART IV - SECTION M **EVALUATION FACTORS FOR AWARD**

M.1 INTRODUCTION

(a) This acquisition will employ best practices procedures for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS).

(b) The FAA may communicate with one or more Offerors at any time during SIR/RFO process. Communications with one Offeror do not necessitate communications with other Offerors since communications will be Offeror-specific. Information determined to have common application and not considered prejudicial to any Offeror will be communicated to all Offerors.

(c) Offers will be evaluated and contract award made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors ("Low-Priced, Technically Acceptable"). Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

(d) An evaluation for acceptability will be performed on each proposal. The proposal that provides the lowest price and is otherwise technically acceptable in all factors will be selected for award. To be considered technically acceptable, all technical factors in the proposal must be determined to be acceptable (“GO”) and no technical factor can be determined unacceptable (“NO GO”). The failure of a proposal to meet the technical acceptability measures of any factor will result in a technically unacceptable rating (“NO GO”) and preclude award to that offeror.

(e) Proposals may be eliminated if they are determined to be grossly deficient (i.e., the submittal does not represent a reasonable effort to address itself to all elements of the SIR/RFO or clearly demonstrates that the Offeror does not understand the requirements of the SIR/RFO) and the proposed cost/price are not considered reasonable.

(f) Each proposal will be evaluated on the basis of its written submissions and cost/price information described in Section L. Separate technical and cost/price proposals are required as described in Section L.

(g) All offers will be subjected to detailed technical evaluation by a team who will rate proposals in accordance with a pre-established evaluation plan.

(h) Technical proposals will be evaluated in accordance with pre-established evaluation criteria. These criteria are listed in this section. All factors are weighted equally under the Low-Price, Technically Acceptable evaluation method used for this SIR/RFO.

(i) Cost/Price proposals will be evaluated in accordance with Provision M.4 Evaluation of Price.

(j) The price/cost evaluation team will not have access to technical proposals, and likewise, the technical evaluation team will not have access to price/cost proposals during the initial detailed evaluation. After completion of the initial detailed evaluation, the technical and price evaluation teams may have access to the other teams' proposals only as authorized by the Contracting Officer.

(k) Only one (1) offer that provides the lowest evaluated price of all proposals determined by the Government to meet or exceed the technical acceptability standards for non-cost factors will receive a contract award, so long as the proposal is otherwise acceptable for award (no conflicting terms and conditions, contract documents are completed properly, etc).

(l) Because several proposals are anticipated, uniformity of proposals is essential to assure a fair and accurate assessment of each offer. All proposals must be submitted in accordance with Section L and must conform to all the terms and conditions of the RFO. Failure to conform to all requirements expressed may be cause for rejection without further evaluation or discussion.

(m) Additional information may be requested from one, some, or all offeror(s). The information may clarify or supplement, but not basically change the proposal as submitted. The FAA reserves the right to award a contract based on initial offers received, without discussions or negotiations. For this reason, each initial offer should be submitted on the most favorable terms from the standpoint of technical and price/cost.

M.2 SUMMARY OF OVERALL EVALUATION AND DOWN-SELECT PROCESS

(a) Technical Evaluation.

(1) Following a preliminary evaluation to determine if any proposals are grossly deficient the proposals submitted in accordance with SIR/RFO Section L will be evaluated by the Technical Evaluation Team (TET) against predetermined evaluation factors. Each proposal will be analyzed individually and independently to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a “GO” for this factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a “NO GO” and the rationale for the failure will be annotated. The rationale for both “GO” and “NO GO” ratings must be documented in sufficient detail that it is clear whether or not the criteria standard was met using project descriptions, personnel qualifications, references names, etc., and will include proposal page numbers as possible to cross-reference.

(2) Consensus of all individual ratings will be completed after the individual technical review. The primary purpose of the consensus process is to reconcile opinions by focusing on the reasons for the disparities. The TET's rating for each factor must be reached by consensus, not by “averaging” or by vote. Each proposal will be analyzed by the TET to determine if the contractor met the objective standard for each evaluation factor. If the contractor meets or exceeds the standard, the contractor will receive a “GO” for this

factor and the rationale documented. If the contractor fails to meet the standard, the contractor will receive a “NO GO” and the rationale for the failure will be annotated in detail as outlined above.

(b) Cost/Price Evaluation. The Cost/Price Evaluation Team will rank firms in order of price and provide an analysis as to the acceptability of the price, and will determine if the price is fair and reasonable through comparison with the Independent Government Estimate, other offerors submitting proposals for the same action and against industry standards. This team will determine the overall evaluated price of each offeror for the base contract period and all contract option periods. Results of this cost/price analysis are forwarded to the Source Selection Official (SSO) for the overall award determination.

(c) Award Determination.

(1) Ratings of “GO” or “NO GO” are merely guides for decision making. The SSO is responsible for independently determining if the lowest-priced, technically acceptable firm has proposed a fair and reasonable price and is otherwise eligible for award. Trade-offs are not permitted.

(2) Documentation to support the award decision will generally consist of: (1) a final ranking of offers, based on an assessment of cost/price and acceptability of the technical proposal (“GO” or “NO GO”) against the evaluation criteria, and (2) a Source Selection Decision Document (SSDD). The documentation must explicitly justify the rationale for the acceptability of the proposal and that the successful offeror’s price is considered fair and reasonable to the Government.

M.3 EVALUATION OF TECHNICAL AND PRICE PROPOSALS

The Technical Proposal will be evaluated based on the following evaluation criteria:

(a) Factor 1: Offeror is regularly engaged in the fabrication of pre-assembled fiberglass equipment shelters. The Government will review the project experience of the offeror, including subcontractors, on projects/orders provided in response to Factor 1. Offerors must meet all of the following minimum acceptability standards to receive a “GO” on this factor:

- Offeror must have at least twenty-five (25) projects/orders that are same/similar to that of the work found in this solicitation; **AND**
- At least two (2) of the projects/orders submitted must be valued at over **\$30,000**; **AND**
- Projects/orders submitted must have been completed, or underway, within the last three (3) years.

(b) Factor 2: Offeror is equipped for and conducts year-round fiberglass shelter manufacturing. The Government will review all documentation submitted under Factor 2. Offerors must demonstrate that production records reflect full-time, year round production of equipment shelters.

(c) Factor 3: Offeror is capable of producing multiple fiberglass shelters in multiple quantities. The Government will review documentation that include production data demonstrating the offeror’s capability of producing a minimum of 30 fiberglass shelters of multiple types in addition to its current production capabilities; e.g., an assessment of current production capacity versus current production requirements, estimated time to begin delivering 30 units per month after first article approval.

The Government will review the experience of the offeror, including subcontracts, on projects/orders provided in response to Factor 3 using the “Organizational Experience Information” forms (Attachment L.2). Offerors must meet all of the following minimum acceptability standards to receive a “GO” on this factor:

- Offeror must submit of at least two (2) but no more than three (3) current, within the last three years, contracts for which the offeror has a production schedule equivalent with the FAA’s proposed production schedule; i.e. minimum of 30 shelters of multiple types per month; **AND**
- Contracts submitted must have been completed, or underway, within the last 3 years.
- At least one (1) contract must be with a federal government agency.

(d) **Factor 4: Past Performance.** The Government will review projects submitted under Factor 3 and may use any other sources of past performance information for same/similar services, or other projects, available to the Government. The Government may contact points of contacts listed on the “Organizational Experience Information” forms submitted under Factor 3. Offerors must demonstrate the following minimum acceptability standards to receive a “GO” on this factor:

- All past or current references must recommend either hiring or using the offeror again for future service and/or reflect positive performance of the service requirements.

Failure to demonstrate the minimal acceptability standards under any factor will result in a “NO GO” rating and elimination from further consideration for contract award.

M.4 EVALUATION OF PRICE

(a) An evaluation of the price proposals submitted by those offerors that passed the technical evaluation will be accomplished. It is anticipated that the lowest evaluated price will be determined fair and reasonable based on adequate competition.

(b) Proposals which are unreasonably low may be eliminated from further competition on the grounds of the offeror’s failure to understand contract requirements.

(c) Proposals which reflect unbalanced pricing per line item may be eliminated from further competition on the grounds that such pricing may increase performance risk and could result in payment of unreasonably high prices.

(d) An offeror’s proposal price will be evaluated by multiplying the estimated annual quantity times the unit price per line item and totaling the product of the calculations for the base year and each option year to arrive at an estimated contract value. Award will be made to the technically acceptable offeror offering the lowest evaluated price.

M.5 EVALUATION OF OFFERS FOR SINGLE AWARD (JANUARY 1997)

CLA.0250

Award will not be split by item. One award will be made to the responsible offeror submitting the lowest aggregate offer, and whose proposal meets the Government's minimum requirements called out in Section B and the documents referred to therein. Failure to propose on all items listed in Section B may result in your offer not being further considered for award.

M.6 EVALUATION OF OFFERS (SEPTEMBER 2006)

CLA.4539

(a) Offeror shall complete provision titled, Certification of Products/Services Offered, in Section K of this SIR or RFO, as to whether the products/services offered are of a process that is; (1) ISO 9001:2000 certified (certified offer), (2) ISO 9001:2000 compliant (compliant offer), or (3) Non-certified/Non-compliant (non-certified/non-compliant offer).

(b) Offerors shall provide documentation of ISO 9001:2000 certification/compliance as required in Section L provision titled, ISO 9001:2000 Certification/Compliant Incentive Program Requirements, of this SIR or RFO.

(c) The FAA will award to ISO 9001:2000 certified or compliant contractors unless the price is determined to be unreasonable as follows:

(1) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable non-compliant/non-certified offer by 12 percent.

(2) Unless the FAA determines otherwise, the offered price of a certified offer is unreasonable when the lowest acceptable certified offer exceeds the lowest acceptable compliant offer by 6 percent.

(3) Unless the FAA determines otherwise, the offered price of a compliant offer is unreasonable when the lowest acceptable compliant offer exceeds the lowest acceptable non-compliant/non-certified offer by more than 6 percent.

(d) The evaluation in subparagraph (c) above shall be applied on an item- by-item basis or to any group of items on which award may be made, as specifically provided by the SIR or RFO.

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

A progress payments clause is not included in this screening information request, and will not be added to the resulting contract at the time of award. Submissions conditioned upon inclusion of a progress payment clause in the resulting contract will not be considered.